



February 23, 2024

**City of Foley**  
P.O. Box 1750  
Foley, AL 36536

**ATTN: David Thompson, Executive Director of Leisure Services  
Foley Sports Tourism**

**RE: Proposal for Professional Services**  
Foley Event Center Parking Lots  
Thompson Proposal No.: 24-2121-0002

Dear Mr. Thompson:

Thompson Engineering (TE) is excited for the opportunity to work with the City of Foley to provide design and construction engineering services needed for repaving and parking additions to the Foley Event Center parking lots. TE has met with the client and performed an onsite review of the existing parking lots for the preparation of this proposal.

Our understanding of the project is that the City wishes to resurface two existing parking lots, while adding additional parking spaces where feasible. An overview of the project area and construction scope is provided in Figure 1 below.

- The proposed improvements will be divided into two construction projects, with the north parking area improved in Project 1 and the south parking lot to be improved in Project 2.

Thompson Engineering is prepared to meet the requirements of this project and we are pleased to submit this proposal for professional services necessary for the improvement of the existing parking lots. We look forward to working with you to deliver a successful project!

## **SECTION 1: SCOPE OF SERVICES**

The basis for our proposal is shown in Figure 1 below. The proposed items of work include topographic survey, geotechnical assessment, site/civil plans & specifications, construction bidding, construction engineering and inspection and construction materials testing.

Alabama | Florida | Georgia | Louisiana | Mississippi | Tennessee | Texas

4830 Main Street, Suite G-212, Orange Beach, AL 36561  
thompsonengineering.com | 251.378.6190

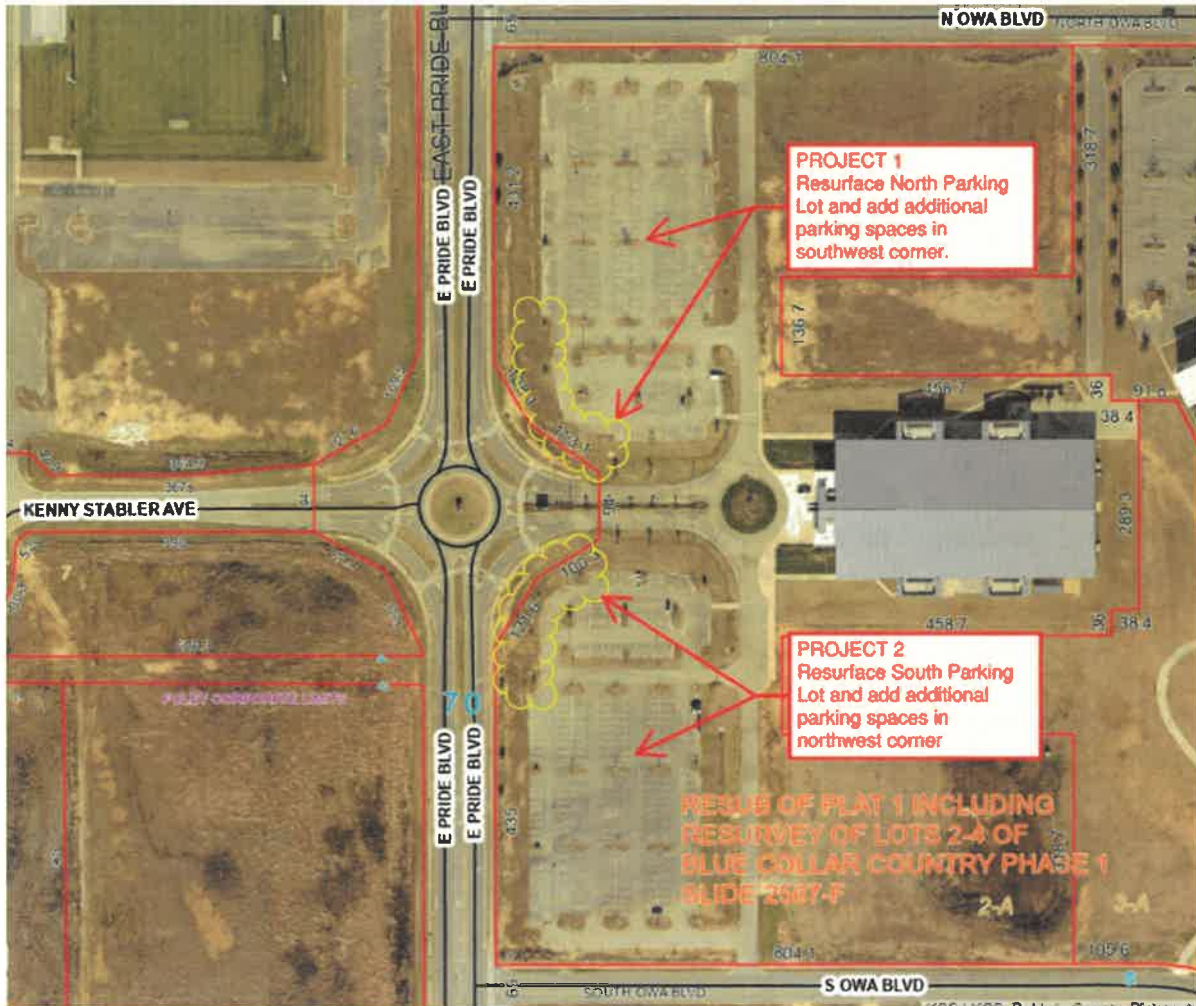


Figure No. 1 – Site Aerial

### Task #1: Topographic Survey

We will provide a topographic survey of both existing parking areas. The survey will locate all above ground features and underground storm drain infrastructure within the project area needed to gather quantities and prepare construction documents.

### Task #2: Geotechnical Assessment

We will perform geotechnical investigations and provide recommendations for both parking areas, including resurfacing and parking expansion improvements, as follows:

- A geotechnical engineer will visit the project site to perform site reconnaissance, layout the boring locations, and coordinate the field activities.
- Perform 8 hand auger borings to a depth of 6 feet in the planned new parking areas.
- Perform 12 asphalt cores and 8 SPT borings to a depth of 6 feet in the existing parking areas.

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- Prepare a Geotechnical Engineering Report that summarizes the subsurface exploration activities and the laboratory testing program as well as provides engineering recommendations for pavement overlay and new pavement areas.

We will create an Alabama 811 Utility Locate Request to locate any utilities in the area prior to our field activities. We have assumed that the work area is truck accessible and that Thompson personnel and equipment will be granted right-of-entry.

The specific scope of geotechnical work presented above are for the proposed improvements at the time of this proposal. If additional geotechnical testing and engineering services are subsequently brought to our attention, our office will address them as requested. However, such items should not be considered part of the scope of work or the compensation presented in this proposal.

### **Task #3: Site/Civil Plans & Specifications**

Site design will generally consist of resurfacing and optional parking expansion based upon the site aerial shown above. As the improvements are anticipated to be accomplished in **two** projects, TE will provide separate construction plans and bidding documents for each parking areas.

The design documents will include **two** sets of the following:

- Final Design Plans and Specifications
  - Title Sheet
  - Index Sheet
  - Paving and Striping Plan
  - Geometric Controls Plan
  - Grading and Drainage Plan
    - The grading & drainage plans will account for the new parking areas and depict minor improvements to areas (primarily the eastern portion of the parking lots) where ponding of stormwater is observed
  - Erosion and Sediment Control Plan
  - Civil Construction Details
- Prepare an Engineer's Cost Estimate
- Prepare project specifications
- Issue final plans and specifications to the City for construction

### **Task #4: Construction Administration for Project 1**

We will perform construction bidding services to assist the City as follows:

- Assist the City in preparing contract documents for a complete bid package for the project to be let by the City
- Assist the City with the bidding process and selection of a contractor

We will perform construction engineering and inspection services for Project 1 as follows:

- Assist the City in hosting a pre-construction conference with the contractor, sub-contractors and any other required parties

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- Perform routine field monitoring and inspections, as defined in the single project agreement general terms and conditions
- Certify monthly pay estimates for work completed by the contractor
- Assist the City in holding a final inspection
- Prepare and provide final estimate and close-out documentation to the City, including “As-Built” plans

We will perform or secure a geotechnical engineering and materials testing sub-consultant to perform services as follows:

- Assist the City in reviewing contractor submittals for construction materials
- Perform routine evaluation and testing for quality control on soils, asphalt, and other construction materials to ensure the project is constructed in accordance with the plans and specifications

### **Task #5: Construction Administration for Project 2 (if needed)**

We will perform construction bidding services to assist the City as follows:

- Assist the City in preparing contract documents for a complete bid package for the project to be let by the City
- Assist the City with the bidding process and selection of a contractor

We will perform construction engineering and inspection services for Project 2 as follows:

- Assist the City in hosting a pre-construction conference with the contractor, sub-contractors and any other required parties
- Perform routine field monitoring and inspections, as defined in the single project agreement general terms and conditions
- Certify monthly pay estimates for work completed by the contractor
- Assist the City in holding a final inspection
- Prepare and provide final estimate and close-out documentation to the City, including “As-Built” plans

We will perform or secure a geotechnical engineering and materials testing sub-consultant to perform services as follows:

- Assist the City in reviewing contractor submittals for construction materials
- Perform routine evaluation and testing for quality control on soils, asphalt, and other construction materials to ensure the project is constructed in accordance with the plans and specifications



**SECTION 2: COMPENSATION**

Thompson will provide the professional services described above on either a Lump Sum or a Time and Materials Basis as summarized below and in accordance with our Standard Fee Schedule. The professional services described herein shall be performed as summarized below.

Additional services desired by the City that are not stated herein or attached hereto shall entitle Thompson to mutually agreed upon additional compensation and will not be undertaken without prior approval from the City.

**Professional Services**

Task #1: Site/Civil Plans & Specifications	\$ 17,500.00^
Task #2: Topographic Survey	\$ 7,500.00^
Task #3: Geotechnical Assessment	\$ 12,800.00^
Task #4: Construction Administration for Project 1	\$ 20,000.00*
Task #5: Construction Administration for Project 2 (if needed)	<u>\$ 20,000.00*</u>

**TOTAL ESTIMATED FEE = \$ 77,800.00**

^LUMP SUM

\*TIME & MATERIALS



### SECTION 3: CLOSURE

Thompson Engineering appreciates this opportunity to submit our proposal for professional services to the City of Foley. We trust that the fees and scope of services outlined herein are acceptable and within your project budgetary plans and we look forward to the commencement of the work. Should any questions arise regarding the technical scope and/or schedule of fees for this proposal, kindly advise.

Upon acceptance, please sign and return the attached Agreement. Thank you for the opportunity to submit this proposal and we look forward to working with you!

Respectfully,  
**THOMPSON ENGINEERING, INC.**

A handwritten signature in blue ink that reads "Eric Jackson".

Eric Jackson, P.E.  
Senior Engineer II

Cc: Charles Weber, PE

Attachments: TE Single Project Agreement



# Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

## 1. Scope of Work

**Thompson Engineering** shall perform such services as are described in this contract and as described in **Exhibit A** (the "Work").

## 2. Invoices

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering's** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

In the event this agreement is terminated before the completion of all services, unless **Thompson Engineering** is responsible for such termination, Client agrees to release **Thompson Engineering** from all liability for services performed. In the event all or any portion of the services by **Thompson Engineering** are suspended, abandoned, or otherwise terminated, Client shall pay **Thompson Engineering** all fees and charges for services provided prior to termination. If **Thompson Engineering's** services are suspended and restarted, **Thompson Engineering** will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 2 of this agreement.

Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with **Thompson Engineering's** usual and customary billing rates. If any staking or monuments are damaged, removed or destroyed by anyone other than **Thompson Engineering**, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson Engineering** shall be reimbursed on a time and material basis in accordance with **Thompson**

**Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

### **3. Right of Entry**

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work.

While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering's** responsibility.

### **4. Utilities**

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures or utilities which are not called to **Thompson Engineering's** attention and correctly shown on the plans furnished by the Client.

If field services (i.e. survey, geotechnical) services are included in the scope of work, **Thompson Engineering** is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, physical devices and facilities, pipelines or buried cables unless specifically included in writing in this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition. Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes, shall be paid for by Client as extra services in accordance with section 2

### **5. Samples**

**Thompson Engineering** will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

### **6. Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**Thompson Engineering** will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports



involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of **Thompson Engineering**.

## 7. Disputes

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

## 8. Professional Responsibility / Standard of Care

**Thompson Engineering** represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

## 9. Limitation of Liability

- A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.
- B. For claims not excluded by Paragraph A, the Client agrees to limit **Thompson Engineering's** liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by **Thompson Engineering**, such that the total aggregate liability of **Thompson Engineering** to the Client shall not exceed \$50,000 or **Thompson Engineering's** total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson Engineering**, which liability may arise on account of **Thompson Engineering's** performance of services or its acts, errors and omissions.

As used in this article 9, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of the same.

## 10. Insurance

**Thompson Engineering** represents and warrants that it and its agents, staff and consultants employed by it and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson Engineering** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson Engineering** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

## 11. Indemnification

The Client shall indemnify and hold **Thompson Engineering** harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of the same.

## 12. Assigns

Neither the Client nor **Thompson Engineering** may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

## 13. Sampling or Test Location

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Thompson Engineering's** report or shown on sketches will be based upon information furnished by others or estimates made in the field by **Thompson Engineering's** representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, **Thompson Engineering** reserves the right to deviate a reasonable distance from the location specified. **Thompson Engineering** reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Thompson Engineering** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Thompson Engineering's** standard fee schedule.

## 14. Right to Stop Work

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will **Thompson Engineering** take the initiative in issuing this order. **Thompson Engineering** will only provide data and recommendations.

## **15. Omitted**

## **16. Omitted**

## **17. Safety**

Should **Thompson Engineering** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson Engineering** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

## **18. Hazardous Substances**

Client agrees to advise **Thompson Engineering**, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

## **19. Reuse of Documents and Electronic Media**

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

## **20. Governing Law**

This agreement shall be governed by the laws of the State of Alabama and the United States.

## **21. Force Majeure**

**Thompson Engineering** shall not be responsible for delays caused by factors beyond Thompson Engineering's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and

pandemics), failure of any government or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Thompson Engineering's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level ("Force Majeure"), and Thompson Engineering shall be entitled to additional time and/or an equitable increase to the contract fee resulting in such events of Force Majeure. When such delays beyond Thompson Engineering's reasonable control occur, the Client agrees that Thompson Engineering shall not be responsible for damages, nor shall Thompson Engineering be deemed in default of this Agreement.

## 22. Entire Agreement

This Agreement represents the entire agreement between Client and **Thompson Engineering** and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

## 23. Severability

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

**Proposal No:** 24-2121-0002 Foley Event Center Parking Lots

**Terms** Estimated Fee \$77,800.00

**Approved and Authorized by:**

\_\_\_\_\_  
(Client)

**Thompson Engineering, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 4830 Main Street, Suite G-212

Orange Beach, AL 36561

Please return executed copy of these terms and conditions to the attention of:

Eric Jackson  
ejackson@thompsonengineering.com  
(251) 665-5463 office  
(251) 272-0005 cell

**EXHIBIT A**  
**DETAILED DESCRIPTION OF SCOPE OF SERVICES AND ASSOCIATED FEES AND COSTS**

See proposal letter dated 2/23/2024.

